



# San Ramon Valley Unified School District

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September 30, 2014

## **Addendum/Clarification No. 3** **Item Bid: ELEVATOR MAINTENANCE** **RFB# 642**

The following clarifications, changes, additions, deletions and corrections hereinafter set forth shall apply to the Bid Documents for this project and shall be made a part thereof and subject to all the requirements thereof, as if originally specified and/or shown.

### **Item 1:**

#### **Clarification on Terms and Conditions**

"Please add to Terms and Conditions: Neither party shall be liable for consequential damages"

*Answer: Terms and Conditions of the San Ramon Valley Unified School District will remain as stated without any changes, deletion or addition.*

### **Item 2:**

#### **Clarification:**

"INDEMNIFICATION: add at the end of this provision "but only to the extent caused by the negligence of bidder/contractor."

*Answer: INDEMNIFICATION instructions and conditions will remain as stated in the bid document without any added provision.*

#### **INDEMNIFICATION**

The successful bidder has the entire responsibility for any and all injury to the public and to individuals. The successful bidder expressly agrees to indemnify, defend and hold the District, its Board Members, managers and employees free and harmless from and against any and all loss, liability, expense, claims, cost, suits and damages including attorneys' fees arising out of contractor's operation or performance under this Agreement.

### **Item 3:**

#### **Clarification:**

"TERMINATION: Amend termination to be for cause to be provided in writing, allowing a reasonable 30 days to cure"

*Answer: TERMINATION instructions and conditions will remain as stated in the bid document.*

#### **TERMINATION**

This Agreement may be terminated by District at any time upon thirty (30) days written notice. In the event of termination, the Vendor shall be entitled to compensation for services performed and/or provided; or items delivered and accepted to the effective date of termination. However, the District may condition payment of such compensation upon acceptance with full satisfaction of the deliverables.

*The District will provide written notice with specifics to the Vendor regarding failure in performance or delivery. Vendor will be allowed to remedy or cure the failure within the stated days before issuing termination notice as stated in FAILURE TO PERFORM section.*

#### **FAILURE TO PERFORM**

The San Ramon Valley Unified School District, upon written notice to the Vendor, may immediately terminate this Contract should the Vendor fail to perform properly any of its obligations hereunder or any substandard performance that is unacceptable to the District. In the event of such termination, the District may proceed with the work in any reasonable manner it chooses. The cost to the District of completing the Vendor's performance shall be deducted from any sum due to the Vendor under this Contract, without prejudice to the District's rights to recover damages.

#### **Item 4:**

##### **Question:**

Kone will provide an Owners/Contractors Protection Policy (OCPL) (same as current contract) in lieu of additional insured and waiver of subrogation requirements. Copy of current OCPL attached

*Answer: Insurance requirements of the District will remain as stated in the document. "Attachment" as stated on the above question was not provided/not attached on the email received on 9/30/2014 @ 11:41AM.*

#### **INSURANCE REQUIREMENTS**

During the term of this agreement, Supplier will maintain and keep in force insurance of the types and in the minimum amounts set forth below:

Insurance	Minimum Limits of Liability
Worker's Compensation	\$1,000,000
Employer's Liability Comprehensive	\$1,000,000
General Liability	\$1,000,000 per occurrence/\$3,000,000 aggregate
Automobile Liability	\$1,000,000

All insurance policies must be primary. Within ten (10) days of the Effective Date, Vendor will provide District with certificates of insurance confirming that Vendor maintains required insurance, **along with a second page endorsement naming "the San Ramon Valley Unified School District, its board members, agents, attorneys, employees, and consultants" as additional insured under the respective policy.** All insurance policies and certificates of insurance will contain a provision for thirty (30) days advance notice to District of all, policy changes, including without limitation, cancellation. Supplier waives all rights of subrogation against District. Supplier's failure to comply with these requirements will constitute a material breach of this agreement. Supplier warrants that each of its significant subcontractors will maintain insurance coverage as described above.

#### **Item 5:**

##### **Clarification.**

All re-lamping will be done during routine service visits.

*Answer: All re-lamping will be done by the District.*

#### **Item 6:**

##### **Clarification.**

All buried and underground and not exposed above ground piping, hydraulic jack, and/or fittings will be excluded

*Answer: All non-exposed piping will be excluded*



**Item 7:**

**Clarification.**

Please clarify that SRVUSD requires a full time, dedicated (40 hours per week) technician.

*Answer: As stated in Addendum #1*

**STRIKETHROUGH on page 4, under SCOPE OF WORK, sub-section Manpower:**

**Manpower**

District requirement is a minimum of one (1) ~~full-time~~ certified journeyman elevator mechanic, familiar with the various types of elevator installed within the San Ramon Valley Unified School District buildings, eight hours per day, Monday through Friday, except union holidays. The Contractor shall assign an experienced mechanic of the highest classification recognized by the union affiliated with the Contractor's employees to be ~~full-time~~ mechanics. Contractor shall make all reasonable efforts not to change the assigned mechanic unless requested by the Owner, or for unsatisfactory performance. Owner reserves the right to request that the assigned mechanic be changed for any or no reason at any time.

The ~~full-time~~ elevator mechanic(s) are only to be used for service (including regular and emergency) and maintenance of the equipment contained in this contract. The mechanic(s) should not be pulled from their service and maintenance duties to respond to calls on any elevators outside the scope of this agreement. In addition, these mechanics should not be used to perform major repairs. The contractor shall provide separate repair crews to perform major repairs to elevators in this contract.

The Contractor will provide a vehicle for each ~~full-time~~ mechanic for their exclusive use in servicing the elevators contained in this contract. Mechanic(s) must be able to use these vehicles to travel independently from each other when performing their contractual duties.

**Item 8:**

**Clarification.**

HOURS And MANNER OR WORK: Regular hours of the elevator trade are 8:00 AM to 4:30 PM, Monday through Friday, not including holidays.

*Answer: District's regular business hours were defined in Addendum #1 as Monday – Friday 8:00 am to 5:00 pm.*

**Item 9:**

**Clarification.**

Please clarify that the wheel chair lifts are to be under full service with monthly preventive service visits. Current code requires only twice per year preventive service, typically on an oil & grease basis with all parts, additional calls for service and repairs billable.

*Answer: The District request Monthly Preventive Service Visits with Oil and Grease. Additional visits for service/repairs/parts are billable. Also see Addendum #1 Item 6*

**Item 6:**

**Clarification for PASSENGER ELEVATORS and WHEELCHAIR LIFTS:**

**Maintenance Type & Frequency:**

Passenger Elevators – monthly full maintenance contract

Wheelchair Lifts – monthly OIL and GREASE maintenance contract

**Item 10:**

**Clarification.**

TESTING: Please clarify if state required testing will be at no additional costs. NOTE: All testing will be completed during the normal working hours of the elevator trade (8:00 AM to 4:30 PM)

*Answer: Currently the District provides the service contractor with State Orders for required testing and the contractor submits a proposal to the District to perform all required testing DURING DISTRICT'S NORMAL BUSINESS HOURS Monday – Friday 8:00 am to 5:00pm.*

**Item 11:**

**Question.**

WIRING DIAGRAMS: One set of wiring diagrams per elevator and/or lift shall be provided. Contractor will maintain and update as applicable. Will a set of wiring diagrams be provided for each unit?

*Answer: If the wiring diagrams are not attached to the inside panel of the equipment, then the District would attempt to obtain and provide on an as-needed basis.*

**Item 12:**

**REPORTS/DELIVERABLES/BILLING**

- a. Item 2: the state inspectors do not generally schedule the inspections. Bidder will not be responsible for the items that are considered the responsibility of the building owner/manager.

*Answer: District is not certain as to what is the question on this item, but for clarification, the District's "responsibility" to address items within its control is usually stated in the bidder's proposal to address State Orders.*

- b. Item 4: Contractor will not be responsible for repairs necessitated by obsolescence.

*Answer: District is unable to reply to this Item (4b), as we are not certain as to "what is the question or what needs to get clarified".*

**Item 13:**

**Clarification.**

EMERGENCY RESPONSE: clarify that you want 24/7 callback service at no additional charge. This adds cost to the contract price that may not be used as schools are generally closed by 5PM and on weekends

*Answer: The District understands that the bidder's Service Centers will be available Monday - Friday during normal working hours.*

**Item 14:**

**Question.**

ESCALATION and DE-ESCALATION: Typically price adjustments for the elevator service are based on the annual adjustment of the IUEC labor rates. The labor rate adjustments become effective January 1 annually. Should SRVUSD opt to use an alternate index said index will be identified for use throughout the term of the service agreement.

*Answer: Price escalation or de-escalation is subject to market fluctuation, and as stated in the bid document, "the District will evaluate based on recognized indicators". District will also adhere to current general PREVAILING WAGE for the State of California.*

**PREVAILING WAGE**

If applicable, the Successful Bidders/Proposers hereby stipulate that Sections 1771 and 1777.5 of the Labor Code of the State of California shall be complied with and shall forfeit as a penalty to the San Ramon Valley Unified School District not more than fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the general prevailing rates of per diem wages as determined by the Department of Industrial Relations for such work or craft in which such worker is employed on The Work in violation of the Labor Code of the State of California, in particular the provisions of Sections 1770 to 1780, Inclusive, thereof. Copies of the general prevailing wages are available at: <http://www.dir.ca.gov/dlsr/PWD/index.htm>



*Various Union rates as an alternate index will not be used at the moment as it is not a policy of the District to only work with contractors that have Union Labor or exclude contractors who are not union house.*

**Item 15:**

**Question**

Page 4, Manpower: The addendum received today does not appear to fundamentally change the meaning of this section. Please provide clarification that it is or is not the intent of having a dedicated mechanic for the sole use of the SRVUSD. An example of the confusion is "The mechanic(s) should not be pulled from their maintenance duties to calls on any elevators outside of the scope of the agreement." (this would of course include in the case of emergencies at outside clients)

*Answer: It is not the District's intent to have a dedicated mechanic for the sole purpose of SRVUSD.*

**Item 16:**

**Question**

Page 5, Cleaning: "Prior to each anniversary date of this Contract, Contractor shall thoroughly clean down the entire hoistway of all accumulated dirt, grease, dust, and debris". It should be noted that there are significant crew hours required to perform this. In a very general estimate, the costs could add between \$100-\$200 per elevator, per month, to the bid price. Clarification, and confirmation of this is requested.

*Answer: The intent is that the contractor is to maintain the hoistway and work area clean as part of their normal service duties.*

**Item 17:**

**Question**

Page 9, Items and Work Excluded From Contract: "Vandalism to the extent that labor estimate exceeds one hour per incident on the part of the Contractor assigned elevator mechanics". For the following hypothetical situation, this could be interpreted to mean that the contractor would be liable for all costs, including travel (as travel charges are strictly forbidden in this RFB): Elevator contractor spends 40 minutes traveling to site, during overtime, 60 minutes repairing vandalism, and 40 minutes returning home, during overtime. Clarification and confirmation are requested.

*Answer: The intent is to clarify what is excluded from the maintenance contract including vandalism if the labor estimate exceeds one hour per incident.*

**Item 18:**

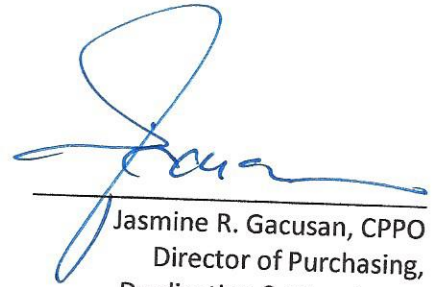
**Question**

Page 4: top line. "Running on Arrival (ROA) calls will be included without additional cost." Please clarify if there is a limit to the amount of these calls that you would like to have covered. (This will affect the price)

*Answer: I'm not sure if the District can define a "limit" as to the number of ROA calls. Past experience does not show more than a few such cases / year.*

End of Addendum

When submitting your bid, please be sure to acknowledge the receipt of all addenda on the form of proposal.



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